

SEP 26 1979 -1 00 PM

INTERSTATE COMMERCE COMMISSION

Secretary,  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Sir:

Enclosed are three (3) executed copies of an Amendment of Sublease (dated as of September 26, 1979) which amends the Sublease which was modified and restated by that Amendment and Restatement of Lease (dated as of July 27, 1979) which was recorded with the Interstate Commerce Commission on July 31, 1979 at 1:15 p.m. (receiving Recordation No. 10686-A). The parties to the Amendment to Sublease are:

<u>Title</u>	<u>Name and Address</u>
Sublessor:	Oneida & Western Transportation Company 300 Forrest Park Blvd. Knoxville, Tennessee 37919
Sublessee:	Shamrock Coal Company, Incorporated P.O. Box 10388 Knoxville, Tennessee 37919

The Amendment reflects the subleasing of additional Equipment, specifically:

Eight (8) 3000 hsp. Model S.D.40-2 Locomotives manufactured by General Motors Corporation, Electro-Motive Division, LaGrange, Ill., with: (i) Road Initials and Numbers OW9950-OW9957 (inclusive) and (ii) Serial Numbers 786246-1 through 786246-8 (inclusive).

In addition, the Amendment adds two (2) rent schedules to the Sublease.

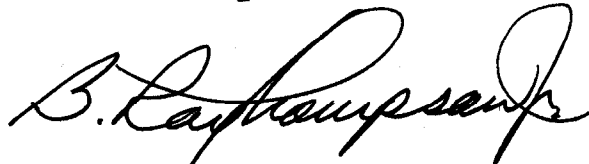
I respectfully request that one of these documents be recorded with the Amendment and Restatement of Lease under the provisions of 49 U.S.C.A. §11303 (1979) (formerly §20c of the Interstate Commerce Act).

I would also appreciate your receipting two of the documents by both date stamp and letter and returning them to Citizens Fidelity Bank and Trust Company at P.O. Box 33000, Louisville, Kentucky 40232, Attention: Citizens Fidelity Energy Co.

*Scott B. White*  
*C. Dunlap*

The undersigned certifies that he is an officer of the Sublessor and that he has knowledge of the matters set forth in the enclosed Amendment.

Sincerely,

A handwritten signature in cursive script, appearing to read "B. Ray Thompson, Jr.", written in dark ink.

B. Ray Thompson, Jr., President

/bm  
Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

9/26/79

**OFFICE OF THE SECRETARY**

**D.G. Metcalf**  
**Citizens Fidelity Energy Company**  
**Citizens Plaza, P.O. Box 33000**  
**Louisville, Kentucky 40232**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/26/79 at 1:00pm , and assigned re-recording number(s). 10686-D, 10686-E & 10686-F

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 10686-F Filed 1425

SEP 26 1979 - 1 00 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO SUBLEASE

The undersigned Sublessor and Sublessee to that Lease which was amended and restated as a Sublease by that Amendment and Restatement of Lease dated as of July 27, 1979, do hereby agree that Exhibit A of the Sublease shall be amended by adding Car Numbers and Serial Numbers for eight (8) locomotives (described in Exhibit A) as is shown on the amended Exhibit A which is attached hereto, incorporated herein by reference and reaffirmed, as amended, by the undersigned.

The undersigned also agree to amend the above-referenced Sublease by adding Schedule #3 and Schedule #4, copies of which are attached hereto and incorporated herein by reference, which establish rent schedules for two (2) cabooses and eight (8) locomotives.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be executed on their behalf by the undersigned properly authorized officer. This Amendment is dated as of September 26, 1979.

ONEIDA & WESTERN TRANSPORTATION  
COMPANY

By: B. L. Thompson Jr.  
Title: president  
("Sublessor")

SHAMROCK COAL COMPANY, INCORPORATED

By: B. L. Thompson Jr.  
Title: president  
("Sublessee")

STATE OF TENNESSEE     )  
                                  ) SS:  
COUNTY OF KNOX         )

BEFORE ME, the undersigned authority, on this day personally appeared B. Ray Thompson, Jr. president of Oneida & Western Transportation Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Company.

GIVEN under my hand and seal of office this 21st day of Sept., 1979.

My commission expires Jan. 19, 1981

Norma G. Shephard  
Notary Public

STATE OF TENNESSEE     )  
                                  ) SS:  
COUNTY OF KNOX         )

BEFORE ME, the undersigned authority, on this day personally appeared B. Ray Thompson, Jr., president of Shamrock Coal Company, Incorporated, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Company.

GIVEN under my hand and seal of office this 21st day of Sept., 1979.

My commission expires Jan. 19, 1981

Norma G. Shephard  
Notary Public

## EXHIBIT A

Description of Trust Equipment

<u>Description</u>	<u>Manufacturer</u>	<u>Quantity</u>	<u>Company's Car Numbers (all inclusive)</u>	<u>AAR Mechanical Designation</u>	<u>Date of Earliest Service</u>
105-Ton Rotary Dump Bathtub Type Gondola Cars	Whittaker Corpora- tion, Berwick Forge and Fabricating Division, Berwick, PA	154	OWTX99001- OWTX99154	GTS	June 1, 1979
105-Ton Rotary Dump Bathtub Type Gondola Cars	Whittaker Corpora- tion, Berwick Forge and Fabricating Division, Berwick, PA	26			June 1, 1979
3000 hsp. Model SD40-2 Locomotives	General Motors Corporation, Electro- Motive Division, LaGrange, IL	8	OW9950- OW9957	Not Applicable/ Serial Numbers 786246-1 through 786246-8 (all inclusive)	June 1, 1979
Steel Sheathed Bay Window Compact Body Cabooses	PACCAR, Inc., Inter- national Car Co., Division, Kenton, OH	2	OWTX9990 and OWTX9999	NE	June 1, 1979

SCHEDULE NO. 3

A. EQUIPMENT LEASED:

2 New Steel Sheathed Bay Window Compact Body  
Caboooses, Road Nos. OWTX9990 and OWTX9999

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each item of equipment listed on this schedule expires on July 27, 1979.

C. RENT: As rent for said equipment, Lessee shall pay Lessor the sum of \$952.00 per month per caboose, such sum to be subject to adjustment as set forth hereinafter.

Commencing on July 1, 1980, and each July 1 thereafter (the "rental adjustment date"), each of the parties will make a market review to determine the prevailing market rate for rental for any and every item of equipment leased hereby. If the market review indicates that the rental is higher or lower than the prevailing market rate, then an adjustment in the rental shall be made for the following year, effective as of the rental adjustment date. The amount of such adjustment shall be that amount necessary for the rental to equal the prevailing market rate.

If the parties cannot mutually agree on the prevailing market rate, a qualified disinterested professional recognized in the industry (mutually acceptable to the parties) shall be employed to resolve said disagreement. The conclusion of the consultant shall be accepted by all parties until the next annual review and shall be made effective as of the rental adjustment date for which the adjustment was to be made. Until resolution of the dispute, Lessee shall pay Lessor at the rental rate for the previous year, and adjustment for such payments shall be made retroactive to the rental adjustment date once the dispute has been resolved. The costs of employing independent professional assistance in resolving said disagreement shall be shared one-half (1/2) by Lessor and one-half (1/2) by Lessee.

Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this lease.

APPROVED AND AGREED TO this 27th day of July, 1979, as a schedule to that certain lease dated the 17th day of May, 1979, by and between the parties hereto, and made a part thereof.

ONEIDA & WESTERN TRANSPORTATION  
COMPANY

By: /s/ B. Ray Thompson, Jr.  
President

SHAMROCK COAL COMPANY,  
INCORPORATED

By: /s/ B. Ray Thompson, Jr.  
President

SCHEDULE NO. 4

A. EQUIPMENT LEASED:

8 General Motors Corporation, Electro-Motive  
Division, 3,000 hp. Model SD40-2 Locomotives,  
Road Nos. OW9950-OW9957

B. TERM: Unless sooner terminated as set forth in the lease,  
the term of this lease respecting each item of equipment  
listed on this schedule expires on September 20, 1979.

C. RENT: As rent for said equipment, Lessee shall pay Lessor  
the sum of \$10,100.00 per month per locomotive, such sum  
to be subject to adjustment as set forth hereinafter.

Commencing on July 1, 1980, and each July 1 thereafter  
(the "rental adjustment date"), each of the parties will  
make a market review to determine the prevailing market  
rate for rental for any and every item of equipment leased  
hereby. If the market review indicates that the rental  
is higher or lower than the prevailing market rate, then  
an adjustment in the rental shall be made for the following  
year, effective as of the rental adjustment date. The  
amount of such adjustment shall be that amount necessary  
for the rental to equal the prevailing market rate.

If the parties cannot mutually agree on the prevailing  
market rate, a qualified disinterested professional  
recognized in the industry (mutually acceptable to the  
parties) shall be employed to resolve said disagreement.  
The conclusion of the consultant shall be accepted by  
all parties until the next annual review and shall be  
made effective as of the rental adjustment date for which  
the adjustment was to be made. Until resolution of the  
dispute, Lessee shall pay Lessor at the rental rate for  
the previous year, and adjustment for such payments shall  
be made retroactive to the rental adjustment date once  
the dispute has been resolved. The costs of employing  
independent professional assistance in resolving said  
disagreement shall be shared one-half (1/2) by Lessor  
and one-half (1/2) by Lessee.

Unless sooner paid, all said rent shall be payable in any  
event on or before the expiration or sooner termination of  
this lease.

APPROVED AND AGREED TO this 20th day of September, 1979, as a  
schedule to that certain lease dated the 17th day of May, 1979,  
by and between the parties hereto, and made a part thereof.

ONEIDA & WESTERN TRANSPORTATION  
COMPANY

By: /s/ B. Ray Thompson, Jr.  
President

SHAMROCK COAL COMPANY,  
INCORPORATED

By: /s/ B. Ray Thompson, Jr.  
President